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7 *Attorneys for Plaintiff James Truhe*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 JAMES TRUHE, an individual,
11 Plaintiff,

12 v.

13 GARY S. LEE, an individual,
14 Defendant.

Case No. 2:14-cv-00457-JAD-GWF

**AMENDED
STIPULATION AND
ORDER TO DISMISS WITH PREJUDICE**

15 GARY S. LEE, an individual,
16 Counterclaimant,

17 v.

18 JAMES TRUHE, an individual,
19 Cross-Defendants.

20 GARY S. LEE, an individual,
21 Crossclaimant,

22 v.

23 BRAD LANE, an individual; PALM TREE
24 ADVISORS, LLC, a California limited liability
company; JEREMY AKERS, an individual;
25 BILL BUTIER, and individual; DOES I
through X, inclusive; and ROE BUSINESS
26 ENTITIES I through X, inclusive,

27 Cross-Defendants.
28

1 Plaintiff James Truhe ("Truhe") and defendant Gary S. Lee ("Lee"), through their
2 respective undersigned counsel, hereby stipulate and agree that they have entered into a
3 settlement of the above-captioned matter, and stipulate and agree as follows:

4 1. All of the claims and causes of action asserted, or that could have been asserted,
5 by Truhe against Lee, including his related persons, entities, companies (as managers, owners,
6 shareholders, and/or members), and successors-in-interest, in this litigation may be, and hereby
7 are, dismissed with prejudice.

8 2. All counterclaims and causes of action asserted, or that could have been asserted,
9 by Lee against Truhe, including his related persons, entities, companies (as managers, owners,
10 shareholders, and/or members), and successors-in-interest, in this litigation may be, and hereby
11 are, dismissed with prejudice.

12 3. The parties to this Stipulation have entered into a Settlement Agreement that
13 includes, among other things, a Stipulated Judgment which Truhe may file, record and execute
14 upon if, and only if, Lee breaches the terms of that Settlement Agreement. This Court will retain
15 jurisdiction over this dispute for filing of, and execution upon, that Stipulated Judgment should
16 the need arise. Additionally, this Court shall retain jurisdiction over any action that may be
17 brought to enforce or interpret the Settlement Agreement entered into by Truhe and Lee.

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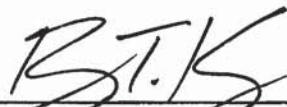
1 4. Each party to this Stipulation and Order shall bear its own attorneys' fees, costs,
2 and professional expenses relative to the matters dismissed herein.

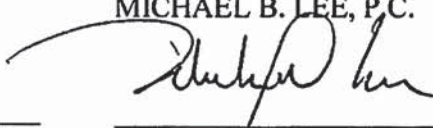
3 DATED this 15th day of April, 2015.

 DATED this 15 day of April, 2015.

4 McDONALD CARANO WILSON LLP

 MICHAEL B. LEE, P.C.

5 
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9 *Attorneys for Plaintiff James Truhe*

Attorney for Defendants Gary S. Lee

12 ORDER

13 IT IS SO ORDERED.

14 
15 UNITED STATES DISTRICT JUDGE

16 DATED: April 16, 2015

17 Submitted by:

18 McDONALD CARANO WILSON LLP

19
20 By: 
21 JOSEPHINE BINETTI McPEAK, ESQ. (#7994)

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